

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NORTH DAKOTA
WESTERN DIVISION**

<p>EZ Blockchain LLC,</p> <p style="text-align:center">Plaintiffs,</p> <p>vs.</p> <p>Blaise Energy Power, Inc and Mark Wald,</p> <p style="text-align:center">Defendants.</p>	<p style="text-align:center">DEFENDANTS ANSWER AND COUNTERCLAIM</p> <p style="text-align:center">Case No. 1:22-CV-00023-DMTI-CRH</p>
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[¶1] Defendants by and through their counsel, Kalil Law Firm, PLLC, hereby answers Plaintiff's Complaint as follows:

[¶2] Defendants denies all allegations within the Complaint not expressly admitted herein.

[¶3] Defendants denies that Plaintiff is entitled to the relief requested in its Prayer for Relief.

AFFIRMATIVE DEFENSES

[¶4] The Defendants hereby raise the following affirmative defenses:

- a. The Plaintiff fails to state a claim upon which relief can be granted.
- b. The Master Service Agreement signed by the parties specifically exempts the Defendant from the damages sought by the Plaintiff.
- c. Plaintiff EZ Blockchain has failed to register with the North Dakota Secretary of State, and as such is barred from bringing any actions in any court in North Dakota.

COUNTERCLAIM

[¶5] For its Counterclaim against the Plaintiff, Defendant Blaise Energy Power, Inc., hereby alleges as follows:

[¶6] The Plaintiff and the Defendant entered into the Master Service Agreement found in the

Plaintiff's Exhibit B- MSA of their Verified Complaint.

[¶7] Pursuant to this Agreement, the Defendant provided equipment and services to the Plaintiff. The Plaintiff has failed to pay the Defendant pursuant to this Agreement despite repeated demands that the Plaintiff do so. The total amount due and owing as of the date of this Answer and Counterclaim is \$72,059.31.

WHEREFORE, the Defendant requests that the Court enter an Order granting it the following relief:

1. For an Order dismissing the Plaintiff's Complaint
2. For an Order, in an amount to be proven at trial, for the unpaid amounts owed from the Plaintiff to the Defendant.
3. Award Defendant all costs and expenses incurred in this action, including attorneys fees.
4. For such other relief as the Court may deem just an equitable.

Dated this 16th day of February, 2022.

KALIL LAW FIRM, PLLC

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